offer of and contract for service includes within itself a guarantee of protection and immunity from injury while enjoying said services, when the service is to be performed by a carrier, innkeeper, or theatrical manager, certainly the extension of that doctrine to include hospitals, the very essence of whose service is protection to the weak, is a logical development of the same idea.

INDICTMENT AND INFORMATION—AMENDMENT—ALLEGATION AS TO TIME.—Where an indictment charged the commission of an offense at an impossible date, to-wit, a date subsequent to that on which the indictment was found, *held,* that the indictment is defective in substance and can not be amended by the court. *People* v. *Van Every* (N. Y., 1917), 118 N. E. 244.

Substantial parts of an indictment are always drawn and presented by a grand jury and, if defective, must be amended by the grand jury because the indictment in its substantial parts must be solely the work of a grand jury. *Ex parte Bain,* 121 U. S. 1; *Hawthorn* v. *State of Maryland,* 56 Md. 530; *Patrick* v. *People of State of Illinois,* 132 Ill. 529; *State* v. *Squire,* 10 N. H. 558. Formal parts of an indictment, such as a formal conclusion, like "against the peace and dignity of the state", are inserted by a court without the concurrence of a grand jury because these parts were not originally the work of a grand jury. *Cain* v. *The State,* 4 Blackf. (Ind.) 512; *Hite* v. *The State,* 9 Yerg. (Tenn.) 198. An allegation of the date at which the offense was committed is, as the instant case holds, emphatically a substantial part of the indictment. *Sanders* v. *The State,* 26 Tex. 120; *Dickson* v. *State of Florida,* 20 Fla. 800; *State* v. *Sexton,* 3 Hawks (N. Car.) 184. Because informations, unlike indictments, are not the work of a grand jury they may be amended, with the court's consent, by the public officer, or officer of the crown, by whom they are presented. *Rex* v. *Wilkes,* 4 Burr. 2527; *Daxanbeklar* v. *The People,* 93 Ill. A. 553; *Long* v. *People of State of Illinois,* 135 Ill. 435.

INSURANCE — ACCIDENT INSURANCE — DEATH BY SUBMARINE — EXTERNAL, VIOLENT AND ACCIDENTAL MEANS.—An accident policy excepted from liability loss under any circumstances from firearms or explosives. The holder of such a policy was a passenger on the steamer Arabic which was sunk off the coast of Ireland. *Held,* the torpedoing of the vessel was not the direct cause of the death of insured where the facts tended to show that death arose from drawning. *Woods* v. *Standard Acc. Ins. Co. of Detroit,* (Wis., 1918), 166 N. W. 20.

The insuring clause of the policy provided that it insured the holder against bodily injuries effected solely by external, violent and accidental means, with the further provision that no benefits would be paid for injuries from firearms or explosives. There is no doubt but that if drowning was the proximate cause of the death that it is within the terms of the policy. *De Van* v. *Commercial Travelers' Mut. Acc. Ass'n of America,* 157 N. Y. 690. The question involved in this case is clearly that of proximate cause. Had the deceased been standing on some part of the ship where he would

have been blown into the sea and immediately drowned, his death would clearly be within the terms of the policy. The fact that he fastened a life preserver upon himself and got into a boat did not take away the danger of losing his life but only lessened it. Just when the intervention of a voluntary act under the stress of circumstances, as appear in this case will break the chain of causation is a mixed question of law and fact. If it is such that it becomes the active, efficient, producing cause of which the death is a natural and probable consequence in view of the existing circumstances and conditions, the law will stop there and not go back farther in the line of causation. It is not easy, however, to reconcile all the cases on this subject. Recovery can be had on an accident policy where the injury caused rheumatism which resulted in death. *Travelers' Ins. Co.* v. *Hunter,* 30 Tex. Civ. App. 489. The sting of an insect is the proximate cause of death resulting from blood poisoning caused by the sting. *Omberg* v. *U. S. Mut. Acc. Ass'n.,* 101 Ky. 303. Where one holding an accident policy falls from a window in delirium, the delirium is the proximate cause of the injury. *Carr* v. *Pac. Mut. Life Ins. Co.,* 100 Mo. App. 602. Under a policy insuring against accidental injuries the insurer is liable for the death of the insured resulting from an operation rendered necessary by an accidental rupture *Collins* v. *Casualty Co. of America,* 224 Mass. 327. Cases like the instant one are no doubt justifiable on the ground that the insurer prepares his own contract and therefore it should be construed most strongly against him.

INSURANCE—ACCIDENT POLICY—SUNSTROKE—"ACCIDENTAL MEANS."—An insurance policy indemnified "against bodily injury (herein called such injury) sustained solely through accidental means," and provided that a sunstroke "shall be deemed to be included in said term 'such injury'". Assured while engaged in the performance of his duties as traffic policeman suffered a sunstroke. *Held,* assured is entitled to recover on the policy. *Higgins* v. *Midland Casualty Co.,* (Ill., 1917), 118 N. E. 11.

The present case raises the question whether a sunstroke suffered by a person while engaged in his usual occupation under normal circumstances constitutes a "bodily injury" through "accidental means." It is well settled that an injury which is the natural and probable consequence of an act or course of action voluntarily undertaken by the assured is not an injury by "accidental means." *Hutton* v. *States Accident Insur. Co.,* 267 Ill. 267; *Taliaferro* v. *Travellers' Protect. Assoc. of America,* 80 Fed. 368; *Fidelity & Casualty Co. of N. Y.* v. *Stacey's Ex'rs.,* 143 Fed. 271. The question of the instant case has so far been adjudicated by only a few cases. Along with the instant case, the case of *Bryant* v. *Continental Casualty Co.,* 107 Tex. 582; *Pack* v. *Prudential Casualty Co.,* 170 Ky. 47, and *Gallagher* v. *Fidelity & Casualty Co. of N. Y.,* 148 N. Y. S. 1016, have determined that a sunstroke under the circumstances of the instant case is an injury through "accidental means." A diligent search has revealed only two cases which decide the contrary. *Semancik* v. *Continental Casualty Co.,* 56 Pa. Sup. 392, and *Elsey* v. *Fidelity & Casualty Co. of N. Y.,* (Ind. App. 1915), 109 N. E. 413. Neither case was decided in a court of final jurisdiction and the de-